

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
Former S.R. Mickelsen Safeguard Complex**

<b>Bid Item #</b>	<b>Bid Item Description</b>	<b>Sale #</b>
1	Remote Site Launch (RSL #1)	FTWOR713001001
2	Remote Site Launch (RSL #2)	FTWOR713001002
3	Remote Site Launch (RSL #3)	FTWOR713001003
4	Remote Site Launch (RSL #4)	FTWOR713001004
5	Missile Site Radar Site (MSR)	FTWOR713001005

**IFB #: GSA-R-1687  
GSA Control #: 7-D-ND-0499  
IFB Issue Date: October 17, 2012**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: October 9, 2012 at 2:00pm CST

End Date: **Announced Online**

Registration Deposit:

Item#1 RSL#1-	<b>\$5,000.00</b>
Item#2 RSL#2 -	<b>\$5,000.00</b>
Item#3 RSL#3 -	<b>\$5,000.00</b>
Item#4 RSL#4 -	<b>\$5,000.00</b>
Item#5 MSR -	<b>\$20,000.00</b>

**Send Bid Form and Registration  
Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
Attn: William Rollings

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

View and download Property Sales information

**Inspection Opportunities:**

Property can be viewed during the **scheduled site tours**.

**Sales Information**

William Rollings, Realty Specialist  
Phone: (817) 978-4324  
E-mail: [William.rollings@gsa.gov](mailto:William.rollings@gsa.gov)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

William Rollings, Realty Specialist  
Phone: (817) 978-4324  
E-mail: [william.rollings@gsa.gov](mailto:william.rollings@gsa.gov)

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# I. PROPERTY DESCRIPTION

The Stanley Mickelsen Safeguard Complex (SRMSC) is an Anti-Ballistic Missile complex which was developed to preserve the United States' second strike capability against Soviet nuclear missile attacks. The property is located in North Dakota and was the United States' first Anti-Ballistic Nuclear Missile Defense System. The SRMSC became operational in 1975 and was deactivated in 1976. Since then, the property has been in caretaker status. The property includes a Missile Site Radar (MSR) site and 4 Remote Sprint [missile] Launch (RSL) sites.

## Item#1 – Remote Site Launch (RSL #1)

### 1. LOCATION AND SETTING

This Property is located in Ramsey County, North Dakota. It is located about 12 miles southwest of the MSR and three miles east of Hampden, North Dakota

*Directions:* using the intersection of North Dakota State Highway 5 and State Highway 1 as the starting point,

- Go 15 miles south on Highway 1
- Go 10 miles west on gravel county road
- Go 1 mile south on gravel township road
- Go 1 mile west on gravel township road

### 2. SALE PARCEL DESCRIPTION

The Property offers approximately 40.61 fee acres improved with various buildings totaling approximately 15,267 square feet and 273.95 line of sight easement acres, more or less. The property is surrounded by farmland. The site housed the Sprint missiles that were to be used secondarily to the Spartan missiles launched from the MSR. Sprint missiles were 27 feet long and equipped with nuclear warheads to intercept and destroy incoming Soviet missiles. The site contains 12 Sprint launch silos; limited access sentry station; subterranean remote launch operations building and heat sink. By 1977, all of the RSL sites were closed, missiles were removed and the silo covers were closed.

Building/ Structure No.	Building/ Structure Name	Description	Size
1101	Limited Area Sentry Station	One-story station constructed to control entrance into the site.	2,259 sq.ft.
1110	Remote Launch Operations Building (RLOB)	One-story earth covered building constructed to support Sprint missile operations and house personnel working at the site. The building was designed for nuclear hardness. Most equipment has been removed	11,956 sq.ft.
1120	Heat Sink	Underground concrete heat sink tank for providing cooling liquid for the equipment in the RLOB.	83,000 gallons
1501- 1512	Sprint Launch Silos	Twelve silos. Hardened concrete and steel launch stations with reinforced concrete slab foundation 32 feet below grade.	35 ft. deep and 11 ft. in diameter

### 3. LEGAL DESCRIPTION

Commencing at the Southeast corner of said Section 1, Township 158 North, Range 62 West; thence North 01° 19' 45" West along the East line of said Section 1, 1,960.10 feet to the point of beginning; thence South 88° 40' 16" West, 1,326.33 feet; thence South 01° 04' 24" East, 954.18 feet to the South line of said Section 1; thence South 88° 55' 36" West along said South line 169.09 feet; thence North 1° 21' 29" West, 2,023.63 feet; thence North 88° 40' 17" East, 1,500.69 feet to the East line of said Section 1; thence South 01° 19' 45" East along said East line, 1,070.11 feet to the point of beginning.

## **Item#2 – Remote Site Launch (RSL #2)**

### 1. LOCATION AND SETTING

This Property is located in Cavalier County, North Dakota. It is located about 8 miles north of Langdon and 20.8 miles north-northwest of the MSR site.

*Directions:* using the intersection of North Dakota State Highway 5 and State Highway 1 as the starting point,

- Go 6 miles north on Highway 1
- Go 2 ¾ miles west on gravel township road

### 2. SALE PARCEL DESCRIPTION

The Property offers approximately 35.76 fee acres improved with various buildings totaling approximately 15,124 square feet and 276.27 line of sight easement acres, more or less. The site is surrounded by farmland. The site housed the Sprint missiles that were to be used secondarily to the Spartan missiles launched from the MSR. Sprint missiles were 27 feet long and equipped with nuclear warheads to intercept and destroy incoming Soviet missiles. The site contains 12 Sprint launch silos; limited access sentry station; subterranean remote launch operations building and heat sink. By 1977, all of the RSL sites were closed, missiles were removed and the silo covers were closed.

Building/ Structure No.	Building/ Structure Name	Description	Size
2101	Limited Area Sentry Station	One-story station constructed to control entrance into the site.	2,259 sq.ft.
2110	Remote Launch Operations Building (RLOB)	One-story earth covered building constructed to support Sprint missile operations and house personnel working at the site. The building was designed for nuclear hardness. Most equipment has been removed	11,956 sq.ft.
2120	Heat Sink	Underground concrete heat sink tank for providing cooling liquid for the equipment in the RLOB.	83,000 gallons
2501-2512	Sprint Launch Silos	Twelve silos. Hardened concrete and steel launch stations with reinforced concrete slab foundation 32 feet below grade.	35 ft. deep and 11 ft. in diameter

### 3. LEGAL DESCRIPTION

Commencing at the Northwest corner of Section 21, Township 162 North, Range 60 West; thence South 01° 32' 56" East along the West line of said Section 21, 100.00 feet to the point of beginning; thence North 88° 18' 54" East, 1,000.00 feet thence North 01° 32' 36" West, 100.00 feet to the South line of Section 16 thence North 01° 29' 26" West, 100.00 feet; thence South 88° 18' 54" West, 600.00 feet; thence North 01° 29' 26" West, 950.00 feet; thence South 88° 18' 54" West, 400.00 feet to the East line of Section 17; thence South 88° 23' 04" West, 850.00 feet; thence South 01° 29' 26" East, 1,050.00 feet to the North line of Section 20; thence South 01° 33' 06" East, 100.00 feet; thence North 88° 23' 04" East, 850.00 feet to the East line of said Section 20 and to the point of beginning.

### 4. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

### **Item#3 – Remote Site Launch (RSL #3)**

#### **1. LOCATION AND SETTING**

This Property is located in Cavalier County, North Dakota. It is located on the Pembina Escarpment just off State Highway 5.

*Directions:* using the intersection of North Dakota State Highway 5 and State Highway 1 as the starting point,

- Go 18 miles east on Highway 5 on north side of road.

#### **2. SALE PARCEL DESCRIPTION**

The Property offers approximately 43.23 acres improved with various buildings approximately 15,130 sf. and 274.23 line of sight and waterline easement acres, more or less. It is surrounded by farmland. The site housed the Sprint missiles that were to be used secondarily to the Spartan missiles. The Sprint missiles were 27 feet long and equipped with nuclear warheads to destroy incoming missiles with radiation. The site contains 16 Sprint launch stations; limited access sentry station; remote launch operations building and heat sinks. By 1977, all of the RSL sites were closed. All missiles were removed and the silo covers were sealed.

Building/ Structure No.	Building/ Structure Name	Description	Size
3101	Limited Area Sentry Station	One-story station constructed to control entrance into the site.	2,258 sq.ft.
3110	Remote Launch Operations Building (RLOB)	One-story earth covered building constructed to support Sprint missile operations and house personnel working at the site. The building was designed for nuclear hardness. Most equipment has been removed	11,956 sq.ft.
3115	Exclusion Area Sentry Station	Constructed to control the ingress/egress of the site's Exclusion Area.	35 sq.ft
3120	Heat Sink	Underground concrete heat sink tank for providing cooling liquid for the equipment in the RLOB.	83,000 gallons
3135	Waste Stabilization Lagoon	Constructed to collect wastewater from the site.	35,183,000 gallons
3501-3516	Sprint Launch Silos	Sixteen silos. Hardened concrete and steel launch stations with reinforced concrete slab foundation 32 feet below grade.	35 ft. deep and 11 ft. in diameter

***Eligibility for National Register of Historic Places – RSL#3***

Certain features of the RSL3 site are eligible for the National Register of Historic Places. Of the four RSL sites, RSL#3 has the most public visibility and is most accessible to the general population. A list of eligible buildings was submitted and accepted through consultation with the North Dakota SHPO including the following:

- Building 3101 (Limited Area Sentry Station)
- Building 3110 (Remote Launch Operation Building)
- Building 3115 (Exclusion Area Sentry Station)
- Structure 3135 (Waste Stabilization Lagoon)
- Structures 3501-3512 (Sprint Launch Stations)

**3. LEGAL DESCRIPTION**

Commencing at the Southwest corner of said Section 14, Township 161 North, Range 57 West; thence North 88° 20' 41" East along the South line of said Section 14, 1,320.66 feet; thence North 01° 39' 19" West, 100.00 feet to a point on the North right-of-way line of State Highway No. 5, said point being the point of beginning; thence continuing along the last described course, 1,725.00 feet; thence North 88° 20' 41" East, 1,250.00 feet; thence South 01° 39' 19" East, 1,250.00 feet; thence South 88° 20' 41" West, 575.00 feet; thence South 01° 39' 19" East,, 475.00 feet to the North right-of-way line of State Highway No. 5; thence South 88° 20' 41" West along North right-of-way line, 675.00 feet to the point of beginning.

**4. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

**Item#4 – Remote Site Launch (RSL #4)****1. LOCATION AND SETTING**

This Property is located in Walsh County, North Dakota. It is located about 9 miles southwest of the MSR site.

*Directions:* using the intersection of North Dakota State Highway 5 and State Highway 1 as the starting point,

- Go 19 miles south on Highway 1
- Go 6 miles east on paved county road
- Go 1 mile south on paved road

**2. SALE PARCEL DESCRIPTION**

The Property offers approximately 49.48 acres improved with various buildings totaling approximately 15,409 square feet and 268.78 line of sight easement acres, more or less. It is surrounded by farmland. The site housed the Sprint missiles that were to be used secondarily to the Spartan missiles. The Sprint missiles were 27 feet long and equipped with nuclear warheads to destroy incoming missiles with radiation. The site contains 14 Sprint launch stations; limited access sentry station; remote launch operations building and heat sinks. By 1977, all of the RSL sites were closed. All missiles were removed and the silo covers were sealed.

Building/ Structure No.	Building/ Structure Name	Description	Size
4101	Limited Area Sentry Station	One-story station constructed to control entrance into the site.	2,259 sq.ft.
4110	Remote Launch Operations Building (RLOB)	One-story earth covered building constructed to support Sprint missile operations and house personnel working at the site. The building was designed for nuclear hardness. Most equipment has been removed	13,150 sq.ft.
4120	Heat Sink	Underground concrete heat sink tank for providing cooling liquid for the equipment in the RLOB.	83,000 gallons
4501-4514	Sprint Launch Silos	Fourteen silos. Hardened concrete and steel launch stations with reinforced concrete slab foundation 32 feet below grade.	35 ft. deep and 11 ft. in diameter

### 3. LEGAL DESCRIPTION

Commencing at the Northeast corner of said Section 28, Township 168 North, Range 59 West; thence South 88° 24' 11" West along the North line of said Section 28, 75.01 feet; thence South 01° 32' 55" East, 2,639.58 feet; thence to the North line of the NE-1/4 SE-1/4 of said Section 28; thence South 01° 33' 12" East, 575.21 feet; thence South 88° 29' 40" West, 1,160.11 feet; thence South 01° 33' 12" East, 1,321.15 feet; thence North 88° 26' 43" East, 1,235.15 feet to the West line of said Section 27; thence North 01° 33' 17" West along said West line 758.55 feet; thence North 88° 26' 56" East, 75.01 feet; thence North 01° 33' 19" West, 1,136.10 feet to the North line of the NW-1/4 SW-1/4 of said Section 27; thence North 01° 32' 54" West, 2,640.00 feet to the North line of said Section 27; thence South 88° 43' 26" West, 75.00 feet to the point of beginning.

### 4. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

## **Item#5 - Missile Site Radar Site (MSR)**

### 1. LOCATION AND SETTING

This Property is located in Cavalier County, North Dakota. It can be accessed from Nekoma North Road off Highway 1.

*Directions:* using the intersection of North Dakota State Highway 5 and State Highway 1 as the starting point,

- Go about 12 miles south on Highway 1
- Property is located on the east side of the road near Nekoma, ND.

### 2. SALE PARCEL DESCRIPTION

The MSR site offers approximately 431 acres with various buildings totaling 258,441 square feet and 207.36 line of sight easement acres, more or less. The MSR site is identified in three sections: Vacant Land (approx. 201 acres); Non Tactical Area (approx. 118 acres) and Tactical Area (approx. 111 acres). The Vacant Land was developed for housing but the housing units were removed. The Non Tactical Area offers several improvements including a chapel, community center, administration building, industrial building, pump house, maintenance building, and office building constructed by former telephone service contractor. The Tactical Area offers the Missile Site Radar Building, power plant, universal missile building, warhead handling building and access sentry station. The tactical area also offers 30 Spartan and 16 Sprint missile silos. Between 1975 and 1977, all missiles were removed from the site and the missile silos were closed. The Missile Site Radar Building, a.k.a. "the pyramid", is the focal point of the MSR site.



***Tactical Area***

Building/ Structure No.	Building/ Structure Name	Description	Size
401	Limited Area Sentry Station	One story building that controls the access into the tactical area. Exterior walls are concrete block. Interior walls are concrete block and drywall. The roof is made of metal decking on steel framing.	3,431 sq.ft.
423	Heat Sink	Nuclear-hardened concrete underground tank with exposed roof. Designed to hold ?? gallons of ethylene glycol that would absorb the heat generated in the power plant and missile site control building	7,866,087 gallons
430	Missile Site Control Building (MSCB)	Used for all tactical operation control functions associated with the surveillance and missile guidance control. It is a five level, concrete, hardened, permanent construction with a four foot thick slab foundation. The lower two levels are underground and the upper three levels are above ground.	136,295 sq.ft.
435	Personnel, Equipment and Utility Tunnel	An underground tunnel between the MSCB and the missile site radar power plant.	2,190 sq.ft.
440	Missile Site Radar Power Plant	A three-level underground power plant structure constructed to provide electrical power to the MSCB. Plant generators and operations are removed.	108,029 sq.ft.
455	Universal Missile Building	An one-story mounded "bunker" structure. Constructed for initial preparation of missile sections with space for unpacking, assembly and checkout of the Spartan and Sprint missile components. Foundation is concrete footing and floor is a 20" thick concrete slab. Roof is covered with 2 feet of earth.	4,284 sq.ft.
456	Warhead Handling Building	A one-story mounded "bunker" structure. Constructed to provide temporary storage for Sprint warhead sections and space for checkout and temporary storage of Spartan warhead sections prior to their installations on the missiles. Concrete floor slabs, wall ceilings and roof. Roof is covered with 2 feet of earth.	1,421 sq.ft.
460	Exclusion Area Sentry Station	A one-story station constructed to control access into the area where the Missile Launch Area and the Warhead Buildings were located. Concrete walls and floor slab.	399 sq.ft.
501- 530	Spartan Silos	Thirty silos at the Spartan station. Each silo consists of a launch chamber; exhaust duct; launch preparation vault; mechanical and electrical equipment vault; and an antenna. Each silo is installed vertically with a concrete slab foundation. The silos are hardened, concrete and steel, permanent construction. Each Spartan silo consists of two adjacent holes – one for the missile and one for the exhaust. The hole for the missile tube is 9	(9 ft. by 9 ft.); 73 ft. deep.

		ft. by 9 ft. and is about 73 ft. deep. The hole for the exhaust is 6 ft. by 9 ft. and is also 73 ft. deep. Utility systems are no longer functional and all equipment has been removed.	
541-556	Sprint Silos	Sixteen concrete and steel silos. Each silo consists of a launch cell; a launch preparation equipment chamber and antenna. Each silo is installed vertically with a concrete slab foundation. When operational, each Sprint missile would be launched by an explosive charge driven, gas propelled piston through its cell cover to allow the missiles to exit. Utility systems are no longer functional and all equipment has been removed.	35 ft. deep and 11 ft. in diameter

### ***Non Tactical Area***

Building/ Structure No.	Building/ Structure Name	Description	Size
340	Chapel	One-story 150 seat chapel. Concrete slab floor.	8,378 sq.ft.
346	Gymnasium	One-story gym which includes a full size basketball court with standard ceiling height; racquetball court; men and women locker rooms; sauna and weight room. Concrete slab floor.	11,544 sq.ft.
350	Community Center	One-story center which includes one mezzanine for a library. Services provided were: bowling alley, TV repair, beauty shop, barber shop, crafts shop, photography, snack bar, restaurant, credit union, and post office.	33,620 sq.ft.
360	Administration Building	Two story building with full basement. It was used by the Army as a Headquarters Building.	17,568 sq.ft.
364	Industrial Building	One-story steel building. Constructed for vehicle service and maintenance, logistical support, a fire department and offices,	34,433 sq.ft.
369	Pump House	One-story pump house which was used to supply potable water from the well field to the MSR site. It has two fire pumps that can be powered either by electric motors or V8 engines that operate off natural gas. There are also two domestic water pumps that are driven by electric motors. All pumps are vertical turbine-type pumps.	1,968 sq.ft.
371	Telephone Building	One-story prefabricated metal building. It is currently used by the property caretaker. It is fully functional with electric, water, gas and sewage utility services.	5,090 sq.ft.

***Eligibility for National Register of Historic Places - MSR***

Certain features of the MSR site are eligible for the National Register of Historic Places. The Tactical area includes facilities constructed of hardened concrete to accomplish specific war fighting functions that are unique in design and architectural features. No other examples of these tactical facilities were constructed in the free world, making the SRMSC a distinctive and significantly architectural style in the Cold War context. A list of eligible buildings was submitted and accepted through consultation with the North Dakota SHPO including the following:

- Building 401 (Limited Area Sentry Station)
- Building 420 (Water Storage Reservoir)
- Building 423 (Heat Sink)
- Building 430 (Missile Site Control Building)
- Building 435 (Equipment and Utility Tunnel)
- Building 440 (MSR Power Plant)
- Building 455 (Universal Missile Building)
- Building 456 (Warhead Handling Building)
- Building 460 (Exclusion Area Sentry Station)
- Building 470 (Launch Area Utility Tunnel)
- Structures 501-530 (Spartan Launch Stations)
- Structures 541-556 (Sprint Launch Stations)

**3. LEGAL DESCRIPTION**

Beginning at the Southwest corner of Section 14, Township 159 North, Range 60 West; thence North 88° 12' 10" East along the South line of said Section 14, 3,290.09 feet; thence North 01° 34' 03" West, 560.08 feet; thence South 88° 12' 56" West, 250.21 feet; thence North 01° 33' 24" West, 2,080.13 feet to the North line of the SE-1/4 of said Section 14; thence South 88° 12' 00" West along said North line, 397.89 feet to the Southeast corner of the NW-1/4 of said Section 14; thence North 01° 34' 30" West along the East line of said NW-1/4, 705.00 feet; thence South 85° 35' 56" West, 1,548.79 feet; thence South 28° 24' 14" West, 444.99 feet; thence South 88° 12' 51" West, 872.64 feet to the East line of Section 15; thence South 01° 33' 31" East along said East line, 435.48 feet; thence South 88° 12' 00" West, 100.00 feet; thence South 88° 50' 48" West, 2,534.30 feet to the East line of the SW-1/4 of said Section 15; thence South 43° 04' 22" West, 682.62 feet; thence North 46° 55' 38" West, 20.00 feet; thence South 43° 04' 22" West, 1,466.74 feet; thence along a 01° 38' 45" curve to the left, 803.78 feet; thence South 33° 18' 34" East, 273.70 feet; thence North 86° 48' 29" East, 1,266.36 feet; thence South 01° 35' 47" East, 141.71 feet to the South line of said Section 15; thence North 88° 12' 29" East along said South line, 3,242.48 feet to a point of beginning.

#### **4. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

***Phone***

Polar Telephone  
110 4th Street East  
P.O. Box 270  
Park River, ND 58270  
Phone 701-284-7221

***Natural Gas Service***

Montana-Dakota Utilities Co.  
P.O. Box 5600  
Bismarck, ND 58506-5600  
Phone 800-638-3278

***Electric***

Cavalier Rural Electric Cooperative, Inc.  
P.O. Box 749  
Langdon, ND 58249-0749  
Phone 701-256-5511

***Water Service***

Langdon Rural Water District  
817 3rd Street, Ste 104  
P.O. Box 567  
Langdon, ND 58249-0567  
Phone 701-256-5125

## II. GENERAL TERMS OF SALE

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### 1. DEFINITIONS

#### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; and Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

#### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

#### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

#### d. PROPERTY

The term "Property" refers to any of the real properties as described as Items #1 through-#5 described in the Property Description of this IFB.

#### e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

#### f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

#### g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

#### h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

**i. BID INCREMENT/INTERVAL**

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

**j. FLAT BID**

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

**k. AUTOMATIC BID**

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

**l. HIGH BIDDER**

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**m. BACKUP BIDDER**

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

**n. BROKER**

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a commission.

**o. WEBSITE**

The GSA Auctions® website, [GSAuctions.gov](http://GSAuctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov).

**2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

### 3. INSPECTION

- A. The Property can be viewed during the **scheduled site tours**.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

### 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

### 5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

### 6. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

### 7. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

### 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of

shall be strictly limited to all amounts of money

Purchaser has paid to Government without interest whereupon Government shall have no further liability

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the



contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## 15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- A. The closing date of the sale is **thirty (30) calendar days after acceptance of the bid**. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
- B. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a **cashier's check, certified check or electronic wire transfer**. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## 16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either:

- (i) a liquidated damages assessment as follows:

Bid Item #	Bid Item Description	Penalty (per day)
Item #1	Remote Site Launch (RSL #1)	\$500.00
Item #2	Remote Site Launch (RSL #2)	\$500.00
Item #3	Remote Site Launch (RSL #3)	\$500.00
Item #4	Remote Site Launch (RSL #4)	\$500.00
Item #5	Missile Site Radar Site (MSR)	\$1,200.00

- (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government.

The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (7PZ)  
819 Taylor St., Room 8A10  
Fort Worth, Texas 76102  
Attn: William Rollings

## **18. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

## **19. DOCUMENT BOX**

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain

### III. INSTRUCTIONS TO BIDDERS

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#### 1. AUCTION START DATE

The auction opens on Tuesday, **October 9, 2012 at 2:00 p.m.** (Central Time).

#### 2. TYPE OF SALE

This sale will be an online auction conducted at [RealEstateSales.gov](http://RealEstateSales.gov). The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at [RealEstateSales.gov](http://RealEstateSales.gov), with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

#### 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

#### 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

#### 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- 1) **Complete Online Registration: Bidders must register online at [RealEstateSales.gov](http://RealEstateSales.gov).** Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of [GSAuctions.gov](http://GSAuctions.gov) can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from [RealEstateSales.gov](http://RealEstateSales.gov). GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by

anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- 2) **Complete Registration Form: Bidders must complete and submit the official Bid Form** titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- 3) **Provide Registration Deposit: A deposit (the "Registration Deposit") must accompany your Bidder Registration and Bid Form** in the following amounts:

Bid Item #	Bid Item Description	Registration Deposit (U.S. Dollars)
1	Remote Site Launch (RSL #1)	\$5,000.00
2	Remote Site Launch (RSL #2)	\$5,000.00
3	Remote Site Launch (RSL #3)	\$5,000.00
4	Remote Site Launch (RSL #4)	\$5,000.00
5	Missile Site Radar Site (MSR)	\$20,000.00

Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (7PZ)  
819 Taylor St., Room 8A10  
Fort Worth, Texas 76102  
Attn: William Rollings

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

- a. Registered bidders may place an initial bid online by following the instructions at [RealEstateSales.gov](http://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](http://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through [RealEstateSales.gov](http://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. **Bids must be submitted without contingencies.**
- d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given

access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions [Terms and Conditions](#).

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](#). New bids are immediately posted at [RealEstateSales.gov](#) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](#), then you should call GSA at 817-978-2331. Bidders are urged to pay close attention to [RealEstateSales.gov](#) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. ONLINE BIDDING

[RealEstateSales.gov](#) allows you to place a either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, [RealEstateSales.gov](#) will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from [RealEstateSales.gov](#) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](#) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Service Fee will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.
- A. If your bid is not accurately shown or you can not enter a bid at [RealEstateSales.gov](http://RealEstateSales.gov) then you should call GSA at 817-978-2331 for assistance.
- B. The Website will NOT be available during the following system maintenance windows:
  - Saturday: 5:00 a.m. to 8:00 a.m. CT
  - Sunday: 6:00 a.m. to 10:00 a.m. CT
- C. The Website may NOT be available during the following system maintenance window:
  - Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified period of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions<sup>SM</sup> to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on [RealEstateSales.gov](http://RealEstateSales.gov). The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at [RealEstateSales.gov](http://RealEstateSales.gov).

## 11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## 12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## 13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

## 14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.



## 15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## 16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

**Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.**

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## 17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## 18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is

converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the

## 19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [RealEstateSales.gov](https://RealEstateSales.gov).

## 20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 21. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

- a) Two percent (2.0%) commission will be paid on the client's opening automatic or flat bid.
- b) One percent (1.0%) commission will be paid on the balance remaining between the High Bidder's initial opening automatic or flat bid and the final High Bid Price.

If the High Bidder's initial opening automatic bid exceeds the final sale price accepted for contract, then a total of two percent (2.0%) of the high bid price of the property(s) purchased by that broker's client will be paid to that broker as a commission.

The broker's commission will not exceed two percent (2.0%) of the High Bid Price of the property(s) purchased by that broker's client.

In order to be entitled to any commission, the broker must:

- a) Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
- b) Submit the Bidder's Registration Deposit and the Buyer's Broker Participation Registration Form via fax at **817-978-2063** or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (7PZ), 819 Taylor Street, Rm. 8A10, Fort Worth, Texas 76102**. Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
- c) Assist the registration of the client for the auction and encourage bidding.

- d) Abide by the guidelines outlined herein.

“Opening automatic bid” means the Bidder’s first bid made as a automatic bid (bid by proxy), herein defined, or first minimum bid allowed, herein described or on the realestatesales.gov website and evidenced therein. Bidder and Bidder’s Broker agree that only the Bidder’s first bid recorded by realestatesales.gov and the final contract price will be used to establish the commission paid and that the Government’s calculation and communication of said commission amount is final. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder’s Broker may be used to contest the commission amount paid by the Government.

**System for Award Management (SAM):** Any Broker wishing to do business with the federal government must be registered in SAM before being paid a commission. Registrants are required to submit detailed company information including:

- a. General Information – Includes, but is not limited to, DUNS number (see below), company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and website address.
- b. To Register in SAM go to <http://www.sam.gov>. Click on "Start New Registration."

**Dun & Bradstreet Numbers (DUNS):** A DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet that verifies the existence of a business entity globally. Dun & Bradstreet assigns DUNS numbers for each physical location of a business. A DUNS Number is required to start your CCR registration. To receive a DUNS number, you will need to provide the following information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (DBA), or other name by which your organization is commonly recognized
- Physical Address, City, State, and Zip Code Mailing Address (if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at your physical location
- To obtain a DUNS number go to <http://fedgov.dnb.com/webform> or call (866) 705-5711.

## IV. NOTICES, RESERVATIONS, COVENANTS, AGREEMENTS, CONDITIONS, AND EXCEPTIONS

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### 1. Notice of Environmental Condition of the Property

A. Grantee is hereby notified by the Government and hereby acknowledges the following environmental information pertaining to the Property. More specifically, the following **contained and encapsulated hazardous substances** are noted:

1. **SPARTAN Missile Silos (MSR - Tactical Facility)** contain within the concrete silos paint chips containing chrome as well as water in the silos. There is no evidence of any release of such hazardous substances into the environment.
2. **RSLs 1-4, inclusive Heat Sinks** contain ethylene glycol. There is no evidence of any release of such hazardous substances into the environment

B. Offeror is further notified that a **Notice of Violation – Stanley R. Mickelsen Safeguard Complex, Nekoma, ND** has been issued by the North Dakota Department of Health, Environmental Sections Section to the U.S. Army, dated August 24, 2012 (the "Violation Notice"). A true and correct copy of the Violation Notice is attached hereto, marked **Attachment "1"**, and is hereby incorporated and made a part of this IFB. The United States of America, by and through the Department of the U.S. Army (the "Army"), intends to remove the water currently encapsulated in the identified missile silos and the diluted ethylene glycol (a.k.a. "Anti-Freeze") in the Heat Sink tank, subject to available appropriated funding. A plan to remove the above mentioned water and Anti-Freeze will be posted to GSA's website as soon as possible.

#### C. Access Easement for Army Removal of Hazardous Substances

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action in connection with the Hazardous Substance removal by the Army. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action contemplated by Army found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants

D. But for the representations made by the Government made in Section IV.1.B. above, Offeror is further warned that the Property is being offered for sale expressly subject to these contained hazardous substance concerns "**AS IS**" and "**WHERE IS**".

### 2. The following Notices and Covenants will be inserted in the Quitclaim Deed.

**A. HAZARDOUS SUBSTANCE NOTIFICATION****1) Notice Regarding Hazardous Substance Activity**

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the following hazardous substances have been released or disposed of or stored for one year or more on the Property, as more particularly described in **Attachment "2"**, which is hereby incorporated and made a part hereof.

**2) CERCLA Covenant**

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

**a) This covenant shall not apply:**

- (i) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
  - (ii) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
    - 1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
    - 2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
    - 3. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- b) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:**
- (i) the associated contamination existed prior to the date of this conveyance; and
  - (ii) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

**3) Access Easement**

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of

available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

4) Non-Disturbance Clause

Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

**B. Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978**

Grantee, for itself and its successors and assigns, acknowledges and agrees that every future purchaser of any interest in real property on which a building was built prior to 1978 will be notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Grantee, for itself and its successors and assigns, further acknowledges and agrees that any future seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**C. Asbestos Containing Materials**

(a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

- D. **PCBs.** Grantee, for itself and its successors and assigns, covenants and agrees that in the use and occupancy of the Property, or any part thereof, they are responsible for compliance with all Federal, state and local laws relating to PCB and mercury; and that, by virtue of this deed, Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee or to Grantee's successors, assigns, employees, invitees, or to any other person subject to the control or direction of Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCB and mercury on the Property described in this deed, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- E. **Mold.** The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.
- F. **Radon**
1. The Grantee is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the Property and from the Property itself. Results of previous studies performed by the United States are available to the Grantee. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.
  2. Information provided to the Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its

successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

**G. Notice of Pesticides Application**

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

**H. Wetlands**

Because portions of the Property may contain identified wetlands areas or sites, any use of the conveyed property will be subject to compliance with Federal, State, and local regulations governing wetlands including but not limited to Executive Order 11990, Protection of Wetlands, and Section 404 of the Clean Water Act, 33 U.S.C. 1344, as may be appropriate. Section 404 regulates the placement of dredged or fill material into waters of the United States, including wetlands, unless the work has been authorized by the Army Corps of Engineers.

**I. HISTORIC AND CULTURAL PRESERVATION COVENANT COVERING THE MSR-TACTICAL AREA AND RSL-3 ONLY,**

Grantee, covenants for itself and its successors, assigns, lessees and licensees, that the **MSR-Tactical Area and RSL-3** (the "Historic Properties"), both facilities which are located in Cavalier County, North Dakota, are hereby conveyed subject to the following special historic properties preservation terms, conditions, covenants, notices and agreements (the "Historic Covenants and Conditions") which are covenants running with the land. Grantee further covenants and agrees for itself, its successors and assigns, and every successor in interest to the Historic Properties hereby conveyed, or any part thereof, that in the event that any of the any of the Historic Properties are hereafter sold, conveyed, transferred, leased, or otherwise disposed of the Historic Covenants and Conditions" shall be inserted in any deed, lease, license or other title or lesser property interest conveyance instrument(s). Grantee hereby acknowledges that these Historic Covenants and Conditions which cover the Historic Properties are intended by the Government to ensure protection the Historic Character Defining Features of the Historic Properties as hereinafter described in Section IV.2.I below:

1) Historic Character Defining Elements.

The Historic Character Defining Elements of the Historic Properties are more fully described as follows:

- (a) Those character defining features, materials, finishes, construction techniques and examples of craftsmanship as hereinafter described (the "Character Defining Elements") that make the MSR- Tactical Area and RSL-3 including its Structures eligible for listing on the National Register that must be preserved or rehabilitated in accordance with the *Secretary of Interior Standards for Historic Properties and Guidelines for Rehabilitating Historic Buildings*. The Character Defining Elements, as listed below, exhibit unique or distinctive qualities, original materials or elements which shall be maintained and preserved:

- The visible exterior concrete of the Structures.



- The overall external functional shape and form of the Structures.
- Original doors within the Structures, which were built nuclear hardened.
- Original windows within the Structures, which were built nuclear hardened.
- The external features of the *Spartan* missile silos comprising RSL-3.
- Photos of the existing light poles located throughout the Historic Properties, which were built nuclear hardened are available on the GSA Property Disposal Webpage located at <https://propertydisposal.gsa.gov>

(b) Any proposed work with the potential to adversely impact the Character Defining Elements of the Structures shall be submitted as a Plan Document by the Grantee, or its successors and assigns, to the North Dakota State Historic Preservation Officer (the "SHPO") for review and consultation in accordance with Section IV.2.1.3 below.

2) Grantee hereby acknowledges having, received from Government copies of the following documents:

a) The *Stanley R. Mickelsen Safeguard Complex Cultural Resources Management Plan* ("SRMSC/CRMP") covering the Property prepared for the Army by Teledyne Solutions, Inc, dated April 2003;

b) The *Stanley R. Mickelsen Safeguard Complex Historic Preservation Plan, Final Draft* ("SRMSC/HHP") covering the Property prepared for the Army Teledyne Brown Engineering; and,

c) Copies of the maps, site diagrams, photo records, Structures inventory lists, and survey descriptions of the MSR-Tactical Area and RSL-3 are available on the GSA Property Disposal Webpage located at <https://propertydisposal.gsa.gov>.

3) Preservation and Maintenance of the Historic Properties.

a) Grantee, for itself and its successors and assigns, covenant and agree that any project, undertaking, substantive maintenance effort, restoration, rehabilitation, development or redevelopment, or maintenance effort (hereinafter referred to as "Work") for the Structures shall be planned, developed and executed in a manner consistent with recommended approaches contained in the *Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings*, and, in accordance with the Historic Covenants and Conditions. Any future plan documents describing the Work ("Plan Documents") required by the SHPO shall be provided by the Grantee, or its successors and assigns, to the SHPO for review, guidance in planning the development and redevelopment of the Historic Properties, and written approval within thirty (30) days, which shall not be unreasonably withheld, conditioned, or delayed.

b) Professional Standards. The Grantee, or its successors and assigns, shall ensure that any Work that may affect Character Defining Elements of the Structures under the Plan Documents shall be accomplished by or under the direct supervision of a person or persons who meet(s) or exceed(s) the Department of the Interior's qualifications listed in the Secretary's Professional Standards (36 CFR Part 61, as amended) in those areas in which the qualifications are applicable for the specific work performed.

c) Interim Measures, Maintenance. The Grantee, or its successors and assigns, shall maintain the Historic Properties, Structures, and Systems secure from vandalism, and in good working order. The areas within the Historic Properties shall remain as green space, free from the addition of trees or ornamental landscaping.

d) Inspection. The SHPO, or a fully authorized representative thereof, shall be permitted at all reasonable times to inspect the Structures within the Historic Properties in order to determine if the Historic Covenants and Conditions are being observed.

4) Redevelopment Area.

Any portion of the Property not otherwise delineated as being within the Historic Properties footprint is hereby considered as a Redevelopment Area (the "Redevelopment Area"). The Redevelopment Area has been determined by the SHPO as not eligible for listing on the National Register. Any Work in the Redevelopment Area shall not require consultation with the SHPO, provided that such Work does not have the potential to cause an adverse effect to the MSR-Tactical Area and RSL-3 as reasonably determined, in writing, by someone who meets the Professional Standards and in accordance with 36 CFR §800.5 and, more specifically, with reference to Section 6.8 of the Guidelines for Design and Rehabilitation, in the RMSC/CRMP for SHPO-approved design guidelines.

5) Subsequent Discovery of Archeological/Cultural Resources.

Upon discovery of archeological and/or cultural resources located on the Property, Grantee, for itself and its respective successors and assigns, covenant and agree to immediately cease any Work in the vicinity of the discovery and notify the SHPO in writing of such discovery. In addition, the Grantee or its successors and assigns, shall immediately consult with the SHPO with the goal of avoiding and minimizing any potential adverse effects on such archaeological and/or cultural resources. If a potentially National Register-eligible archaeological and/or cultural resource of potential religious and cultural significance to a federally-recognized Tribe ("Tribe") is discovered, the Grantee, or its successors and assigns, shall also consult with that Tribe in accordance with 36 CFR § 800.13, and applicable federal and state laws and regulations.

6) Waiver.

The failure of the SHPO to exercise any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise of any other right of remedy or the use of such right or remedy at any other time.

7) Amendment.

Grantee, or its successors and assigns, and the SHPO may amend this Covenant by mutual written agreement and approved by Grantee, or its successors and assigns, and the SHPO. Any such mutually agreed written amendment shall not be effective until the amendment is recorded in the real estate records of Cavalier and Pembina Counties, State of North Dakota.

8) Remedies:

In the event of a violation of the Historic Covenants and Condition contained in this Section IV as determined by the SHPO, in its sole and complete discretion, the SHPO may, in addition to any remedy now or thereafter provided by law and following reasonable (not to exceed 30 days) written notice to the Grantee, or its successors and assigns, require the Grantee, or its successors and assigns, to remedy the violation or to institute a lawsuit to enjoin said violation. In addition, the Grantee, or its successors and assigns, have a separate affirmative duty and obligation to ensure full compliance with all provisions of the Historic Covenants and Conditions described in this Section IV. and shall promptly remedy any and all violations, with or without prior notice from SHPO.

9) Duration.

These Historic Covenants and Conditions are binding on the Grantee, its successors and assigns, and the Historic Properties in perpetuity. In addition, the requirements described at Section IV.2.1.5 concerning any subsequent discovery of archeological and/or cultural resources are binding on the Grantee, its successors and assigns, and the Property in perpetuity. The Grantee, its successors and assigns, further covenant and agree that these Historic Covenants and Conditions shall be

incorporated verbatim or by express reference in any deed or other legal instrument by which divests the Grantee, its successors and assigns, from any interest in the Property, or any part thereof.

#### J. OTHER, COVENANTS, EXCEPTIONS, AND RESERVATIONS

1) Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

a) Grantee has inspected the herein above described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, its heirs, successors and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Deed.

#### K. EXCEPTIONS

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- 1) All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to the following:
  - a) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
  - b) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 2) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- 3) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

#### L. RESERVATIONS

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following **reservations** which shall be set forth in the final instrument of conveyance in the following manner:

- 1) SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have previously reserved to the United States of America in any Patent(s) which cover(s) the Property.
- 2) SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

**QUITCLAIM DEED**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

KNOW ALL MEN BY THESE PRESENTS:

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of the General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq. as amended, and rules, orders, and regulations issued pursuant thereto, and \_\_\_\_\_ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

Grantor, for and in consideration of: (1) the sum of \_\_\_\_ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in Missoula County, State of Montana, more particularly described as follows:

(Property legal description, as contained in *PROPERTY DESCRIPTION* to be inserted.)

(hereinafter referred to as the "Property"):

*TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversion, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.*

*This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in *NOTICES AND COVENANTS*, to be inserted).*

*Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.. (Provisions of covenants as set forth in the *NOTICES AND COVENANTS*, to be inserted).*

(Provisions and clauses of reservation, as set forth in *NOTICES AND COVENANTS*, to be inserted.)

(Provisions as to notices, as set forth in the *NOTICES AND COVENANTS*, to be inserted)

(Provisions of covenants as set forth in the *NOTICES AND COVENANTS*, to be inserted)

(Provisions of agreements as set forth in the *NOTICES AND COVENANTS*, to be inserted)

(Other provisions, as set forth in the *NOTICES AND COVENANTS*, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et. seq. and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

*UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services*

WITNESSES:

By: MELVIN E. FREEMAN  
Director  
Real Property Utilization & Disposal Division (7PZ)  
General Services Administration

*(Appropriate Acknowledgment to be added)*

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Item #	Description	Sale No.
1	RSL#1 Site	FTWOR713001001
2	RSL#2 Site	FTWOR713001002
3	RSL#3 Site	FTWOR713001003
4	RSL#4 Site	FTWOR713001004
5	MSR Site	FTWOR713001005

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

- ☐ Item #1 RSL#1: Registration Deposit \$5,000
- ☐ Item #2 RSL#2: Registration Deposit \$5,000
- ☐ Item #3 RSL#3: Registration Deposit \$5,000
- ☐ Item #4 RSL#4: Registration Deposit \$5,000
- ☐ Item #5: MSR Registration Deposit \$20,000

### Bidder Information: Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS** (check which applies) see Page 15-16, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_
- ☐ Other \_\_\_\_\_

### Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

### Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB, issue date: **10/17/2012** including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Send Registration Form with Registration Deposit to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (7PZ)  
Attn: William Rollings  
819 Taylor St., Room 8A10, Fort Worth, TX 76102

FAX: (817)978-2063 (if deposit by credit card)

**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Instructions to Bidders, Paragraph 13, Bid Executed on Behalf of Bidder for instructions)

**STANLEY MICKELSEN Property**

- ☐ **Item#1 – Remote Site Launch (RSL#1)**
- ☐ **Item#2 – Remote Site Launch (RSL#2)**
- ☐ **Item#3 – Remote Site Launch (RSL#3)**
- ☐ **Item#4 – Remote Site Launch (RSL#4)**
- ☐ **Item#5 – Missile Site Radar Site (MSR)**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is  
within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

## BUYER'S BROKER PARTICIPATION REGISTRATION FORM

	Item #	Description	Sale No.
<input type="checkbox"/>	1	RSL#1 Site	FTWOR713001001
<input type="checkbox"/>	2	RSL#2 Site	FTWOR713001002
<input type="checkbox"/>	3	RSL#3 Site	FTWOR713001003
<input type="checkbox"/>	4	RSL#4 Site	FTWOR713001004
<input type="checkbox"/>	5	MSR Site	FTWOR713001005

Enter Client's RealEstateSales.gov  
User ID Here

BROKER/AGENT: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 COMPANY ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 AGENT LICENSE #: \_\_\_\_\_ BROKER NUMBER LIC. #: \_\_\_\_\_  
 TAX IDENTIFICATION NUMBER: \_\_\_\_\_  
 OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 MOBILE PHONE: \_\_\_\_\_

### Client (Buyer/Bidder) Information

CLIENT \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 HOME PH: \_\_\_\_\_ OFFICE PH: \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

### Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for commission.
3. Only the first registration of a prospective client will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker will not receive a commission without the signature of the client on the Buyer's Broker Participation Registration Form.
7. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.



The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity and quality of the property.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. GSA is not responsible for the accuracy of any information not obtained directly from the Government.

BUYER/BIDDER SIGNATURE:\_\_\_\_\_

DATE:\_\_\_\_\_

BROKER/AGENT SIGNATURE:\_\_\_\_\_

DATE:\_\_\_\_\_

**ATTACHMENT 1**  
**Notice of Violation**



**NORTH DAKOTA**  
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION  
Gold Seal Center, 918 E. Divide Ave.  
Bismarck, ND 58501-1947  
701.328.5200 (fax)  
www.ndhealth.gov



August 24, 2012

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

THOMAS LEDERLE DEPUTY  
US ARMY BRAC OFFICE  
NC3 TAYLOR BUILDING  
2530 CRYSTAL DRIVE  
ARLINGTON VA 22202

**RE: Notice of Violation - Stanley R. Mickelsen Safeguard Complex, Nekoma, ND**

Dear Mr. Lederle:

Enclosed is a Notice of Violation issued by the Department regarding apparent hazardous waste management violations occurring at the Stanley R. Mickelsen Safeguard Complex, Nekoma, ND.

As we have not had contact with the U.S. Army/BRAC recently regarding this site we were unsure of who would be the regional contact with the U.S. Army/BRAC and have directed this Notice of Violation to your attention.

Please respond to the Department, in writing, within 20 days of receipt of this NOV regarding the alleged violations referenced in the Notice. Your response should include an explanation of the circumstances that led to the alleged violations, the correction actions that you have taken, and what you will do to ensure future compliance.

If you should have any concerns regarding this document, feel free to contact this office at 701.328.5150.

Sincerely,

L. Dave Glatt, P.E., Chief  
Environmental Health Section

LDG:mjm

Enc.

cc: Margaret I. Olson, Assistant Attorney General  
Scott Radig, P.E., Director, Division of Waste Management  
John Robertson, GSA, Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Fort Worth, TX 76102

**BEFORE THE  
STATE DEPARTMENT OF HEALTH  
STATE OF NORTH DAKOTA**

**IN THE MATTER OF:**

**United States Army**

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**NOTICE OF VIOLATION**

**Case No. 12-001 HWM**

**N.D.C.C. Ch. 23-20.3**

**NOTICE OF VIOLATION**

The North Dakota Department of Health ("Department") has reason to believe that the United States Army ("Respondent") has violated the state's hazardous waste management laws and rules.

This Notice of Violation is **not final action** of the Department. It neither imposes nor waives any enforcement action available to the Department under any of its statutes. If the Department determines that a formal enforcement action is appropriate, you will be notified of the action.

**APPLICABLE LAWS AND REGULATIONS**

1. North Dakota Century Code ("N.D.C.C.") § 23-20.3-05(1) makes it unlawful for a person to store hazardous waste or operate a hazardous waste storage facility "without first obtaining a permit from the department for such a facility or activity."
2. Under North Dakota Administrative Code ("N.D. Admin. Code") § 33-24-03-12(2), "[a] generator who accumulates hazardous waste for more than ninety days is an operator of a storage facility and is subject to the requirements of chapter 33-24-05 and the permit requirements of chapter 33-24-06, unless the generator has been granted an extension to the ninety-day period."
3. N.D. Admin. Code § 33-24-05-104 requires an owner or operator to assess the integrity of tank systems. Under N.D. Admin. Code § 33-24-05-104(1), "[f]or each existing tank system that does not have secondary containment meeting the requirements of section 33-24-05-106, the owner or operator shall determine that the tank system is not leaking or is unfit for use." If the assessment shows the tank system is leaking or unfit, the owner or operator must comply with N.D. Admin. Code § 33-24-05-109's requirements. N.D. Admin. Code § 33-24-05-104(4).

4. Under N.D. Admin. Code § 33-24-05-109, “[a] tank system or secondary containment system from which there has been a leak or spill, or which is unfit for use, must be removed from service immediately . . . .” The owner or operator must satisfy several requirements, including closing the tank system “in accordance with section 33-24-05-110,” unless N.D. Admin. Code § 33-24-05-109(5)(b)-(d)’s secondary containment and repair requirements are met. N.D. Admin. Code § 33-24-05-109(5)(a).
5. N.D. Admin. Code § 33-24-05-110(3) contains closure and postclosure care requirements for tank systems that do not have secondary containment meeting N.D. Admin. Code § 33-24-05-106(2)-(6) and that have not been granted a variance under N.D. Admin. Code § 33-24-05-106(7). The owner or operator of such a tank system must submit a closure plan, submit a postclosure plan, prepare a cost estimate, and have adequate financial assurance. N.D. Admin. Code § 33-24-05-110(3)(a)-(e).

### **PRELIMINARY FINDINGS**

6. Respondent owns and is responsible for maintaining the Stanley R. Mickelsen Safeguard Complex (SRMSC) and the Missile Site Radar (MSR) facility of the SRMSC located in Nekoma in Cavalier County, North Dakota.
7. The MSR missile field contains thirty (30) Spartan missile silos of which at least thirteen (13) have accumulated groundwater that is regulated as a characteristic hazardous waste.
8. The MSR is a “facility” under N.D.C.C. § 23-20.3-02(4) and N.D. Admin. Code § 33-24-01-04(38).
9. The missile silos are “tank systems” under N.D. Admin. Code § 33-24-01-04(117).
10. Respondent is subject to the requirements of N.D.C.C. ch. 23-20.3 and rules promulgated thereunder. See N.D.C.C. § 23-20.3-02(10) (for purposes of N.D.C.C. ch. 23-20.3, “person” includes a “federal department, agency, or instrumentality”).
11. Since at least 1995, Respondent – along with various other federal agencies – has been aware of the storage of this hazardous waste at the MSR.
12. In 1995, the Department of the Army, United States Army Center for Health, Promotion and Preventative Medicine (USACHPPM), conducted a site inspection for the United States Army Space and Strategic Defense Command (USASSDC). At least 13 of the 30 silos contained groundwater. USACHPPM collected

samples from the silos containing water, and analyzed for total petroleum hydrocarbons, total metals, and PCBs. Nine of the 13 silos were sampled. All of the samples contained elevated concentrations of total chromium and total cadmium. Analyses of the water from 6 of the silos were a characteristic hazardous waste due to chromium concentrations. Water from 3 of these same silos was also a characteristic hazardous waste due to cadmium concentrations. There was approximately 110,000 gallons of water contained in the 13 silos at the time of this inspection.

13. In a letter dated July 19, 2000, the Department requested a response from United States Army Space and Missile Defense Command (USASMDC) on how and when the USASMDC intended to address water in the missile silos and comply with N.D. Admin. Code art. 33-24. The Department did not receive a response.
14. In a letter addressed to Base Realignment and Closure (BRAC), dated April 12, 2006, the Department informed BRAC of compliance issues with N.D. Admin. Code § 33-24-03-01(5) and § 33-24-03-12(2).
15. In a meeting held in August 2009 and attended by General Services Administration (GSA) representatives, a Department representative expressed concern about the lack of progress addressing the characteristic hazardous waste stored in the silos and the potential for formal enforcement by the Department.
16. In 2010 the United States Army Corps of Engineers prepared an Environmental Condition of Property Report for GSA. Based on their report, the Spartan Missile Silos contained approximately 420,000 gallons of water that would be regulated as a characteristic hazardous waste due to metals concentrations.

### **ALLEGED VIOLATIONS**

17. Respondent is storing hazardous waste and operating a hazardous waste storage facility without a permit in violation of N.D.C.C. § 23-20.3-05(1) and N.D. Admin. Code § 33-24-03-12(2).
18. Respondent is in violation N.D. Admin. Code § 33-24-05-104 because Respondent has not assessed the tank systems' integrity.
19. Respondent is in violation of N.D. Admin. Code § 33-24-05-109(5)(a) because Respondent has not removed unfit tank systems from service.

20. Respondent is in violation of N.D. Admin. Code § 33-24-05-110(3) because Respondent has not fulfilled the closure and post closure care requirements for the unfit tank systems.

**RESPONSE REQUESTED**

Please respond to this Notice of Violation by 9/28, 2012. Include in your response:

- an explanation of the circumstances that led to the alleged violations;
- the corrective actions that you have taken; and
- what you will do to ensure future compliance.

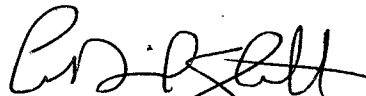
The Department has not made a final decision on enforcement. Your response will help the Department determine its options.

**PLEASE DIRECT ALL INQUIRIES TO:**

Scott Radig, P.E., Director  
Division of Waste Management  
North Dakota Department of Health  
918 East Divide Avenue  
Bismarck, ND 58501-1947

Dated at Bismarck, North Dakota, this 24<sup>th</sup> day of AUGUST, 2012.

FOR THE DEPARTMENT



L. David Glatt, P.E., Chief  
Environmental Health Section

## ATTACHMENT 2

### Hazardous Substances

The reported materials provided to GSA discuss low levels of retained water in the Sprint Silos that contain reportable quantities of **chromium and cadmium** and other heavy metals (presumably for the paint utilized in the inner structures. However, the silos have been tested and certified to date that there is no discernable leakage from these silos into the ground water so that there is in effect, an informal determination from both EPA and the State in various informal discussion letters presented for review that there has been no contaminate release of hazardous substances into the environment.